

<b>TO</b> <b>THE MANAGER,</b> <b>BSE LIMITED</b> <b>DCS - CRD</b> <b>PHIROZE JEEJEEBHOY TOWERS</b> <b>25th Floor, DALAL STREET,</b> <b>MUMBAI - 400 001</b>	<b>TO</b> <b>THE MANAGER,</b> <b>LISTING DEPARTMENT</b> <b>NATIONAL STOCK EXCHANGE OF INDIA LTD.</b> <b>EXCHANGE PLAZA, C-1. BLOCK G,</b> <b>BANDRA - KURLA COMPLEX,</b> <b>BANDRA (EAST), MUMBAI - 400 051</b>
<b>SCRIP CODE: 500034</b>	<b>SCRIP CODE: BAJFINANCE - EQ</b>

Dear Sirs/Madam,

**Sub.: Intimation of allotment of Secured Redeemable Non-Convertible Debentures on Private Placement basis.**

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform you that the Debenture Allotment Committee of the Company has at its meeting held today i.e., 20 February 2024, allotted 4,28,000 Secured Redeemable Non-Convertible Debentures ('NCD'), at the face value of Rs. 1 Lakh each, aggregating to Rs. 4,280.04 Crore (including premium of Rs.0.04 crore) as per the details given below:

<b>Security Name (Name of the non-convertible securities which includes (Coupon/dividend, Issuer Name and maturity year).</b>	Bajaj Finance Limited 7.92% p.a. Secured Redeemable Non- Convertible Debentures (NCD) 2034
<b>Issuer</b>	Bajaj Finance Limited
<b>Type of Instrument</b>	Secured Redeemable Non-Convertible Debentures
<b>Nature of Instrument (Secured or Unsecured)</b>	Secured
<b>Seniority (Senior or Subordinated)</b>	Senior
<b>Mode of Issue</b>	Private Placement
<b>Details of Anchor (if Any)</b>	None
<b>Eligible Investors</b>	As per Shelf Placement Memorandum
<b>Listing (name of stock Exchange(s) where it will be listed and timeline for listing)</b>	As per Shelf Placement Memorandum
<b>Rating of the Instrument</b>	"CRISIL AAA/ Stable" by CRISIL Limited
<b>ISIN (In Case of Further Issuance)</b>	<b>FRESH ISSUE-INE296A07SW9</b>
<b>Issue Size</b>	₹1,000 Crore plus ₹4,000 Crore (Green shoe)
<b>Past Issuance History</b>	Not Applicable
<b>Total Issue size</b>	₹1,000 Crore plus ₹4,000 Crore (Green shoe)

**BAJAJ FINANCE LIMITED**

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<b>Minimum subscription</b>	₹1 Crore and thereafter multiple of 1 debenture unit (i.e., in multiples of 1 lakh)
<b>Option to retain oversubscription (Amount)</b>	Retain over subscription up to ₹4,000 Crore
<b>Objects of the Issue / Purpose for which there is requirement of funds</b>	Objects of this issue including green shoe option, if any, is to augment the long term resources of the Company. The funds raised through this issue will be utilized for general business purpose of the Company including various financing activities, to repay our existing loans, investments for liquidity and statutory requirements, capital expenditure and working capital requirements.
<b>In case the issuer is a NBFC and the objects of the issue entail loan to any entity who is a 'group company' then disclosures shall be made in the following format:</b>	N.A.
<b>Details of the utilization of the Proceeds</b>	The funds will be utilized for the objects of the issue.
<b>Consolidation of ISINs</b>	As per Shelf Placement Memorandum
<b>Coupon / Dividend Rate</b>	7.92% p.a.
<b>Step Up/Step Down Coupon Rate</b>	<p>Step up</p> <ol style="list-style-type: none"> <li>1. If the rating of instrument is downgraded to "double A minus (AA-)" or below at any time, the first/ initial/primary/original investor(s) to the tranche reserves the right to increase the interest rate by up to 25bps for every notch of downgrade w.e.f. the date of downgrade;</li> <li>2. In case the rating falls to "A" or below at any time, the first/ initial/primary/original investor(s) to the tranche reserves the right to recall the outstanding principal amount on the aforesaid NCDs along with other monies/accrued interest due in respect thereof including compensation for all real/notional losses calculated on the basis as it may deem fit by providing</li> </ol>
<b>Coupon/Dividend Payment Frequency</b>	Payable Annually & on Maturity
<b>Coupon / Dividend payment dates</b>	<p>20 February 2025</p> <p>20 February 2026</p> <p>20 February 2027</p>

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	20 February 2028 20 February 2029 20 February 2030 20 February 2031 20 February 2032 18 February 2033 20 February 2034
<b>Cumulative / Non-cumulative, in case of dividend</b>	Not Applicable
<b>Coupon Type (Fixed, floating, or other structure)</b>	Fixed
<b>Tenor (in Days)</b>	3,653 days
<b>Redemption Date</b>	20% of the FV i.e., ₹20,000 on 20 February 2032 20% of the FV i.e., ₹20,000 on 18 February 2033 60% of the FV i.e., ₹60,000 on 20 February 2034
<b>Redemption Amount</b>	
<b>Redemption Premium/Discount</b>	Not Applicable

CASH FLOWS		FRESH ISSUE-INE296A07SW9
<b>1<sup>st</sup> Coupon Date</b>	Date*	20 February 2025
	No of Days	366
	Amount (₹) Per NCD	7,920
<b>2<sup>nd</sup> Coupon Date</b>	Date*	20 February 2026
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>3<sup>rd</sup> Coupon Date</b>	Date*	20 February 2027
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>4<sup>th</sup> Coupon Date</b>	Date*	20 February 2028
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>5<sup>th</sup> Coupon Date</b>	Date*	20 February 2029
	No of Days	366
	Amount (₹) Per NCD	7,920

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<b>6<sup>th</sup> Coupon Date</b>	Date*	20 February 2030
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>7<sup>th</sup> Coupon Date</b>	Date*	20 February 2031
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>8<sup>th</sup> Coupon Date</b>	Date*	20 February 2032
	No of Days	365
	Amount (₹) Per NCD	7,920
<b>Principal Redemption Amount (20% of ₹ 1 Lakh - FV)</b>	Amount (₹) Per NCD	20,000
<b>9<sup>th</sup> Coupon Date</b>	Date*	18 February 2033
	No of Days	364
	Amount (₹) Per NCD	6,301
<b>Principal Redemption Amount (20% of ₹ 1 Lakh - FV)</b>	Amount (₹) Per NCD	20,000
<b>10<sup>th</sup> Coupon Date</b>	Date*	20 February 2034
	No of Days	367
	Amount (₹) Per NCD	4,778
<b>Principal Redemption Amount (60% of ₹ 1 Lakh - FV)</b>	Amount (₹) Per NCD	60,000
<b>Coupon / Dividend Rate</b>		7.92% p.a.
<b>Tenor (In Days)</b>		3,653 days
<b>Redemption Date</b>		1) 20% of the FV i.e., ₹20,000 on 20th February 2032 2) 20% of the FV i.e., ₹20,000 on 18th February 2033 3) 60% of the FV i.e., ₹60,000 on 20th February 2034
<b>Redemption Premium/Discount</b>		Not Applicable
<b>Coupon/Dividend Payment Frequency</b>		Annually & On Maturity
<b>Coupon Type (Fixed, floating, or other structure)</b>		Fixed
<b>Issue Price</b>		1) ₹ 1,00,000 per NCD 2) ₹ 1,00,084 per NCD 3) ₹ 1,00,019.40 per NCD
<b>Premium/ Discount at which security is issued and the effective yield as a result of such premium/ discount</b>		1) Premium of ₹0.0840 for ₹100 per NCD (For Issue Price - ₹ 1,00,084 per NCD) 2) Premium of ₹0.0194 for ₹100 per NCD

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(For Issue Price - ₹ 1,00,019.4 per NCD)

\* Payment dates subject to change as per the holidays declared in that particular year. Payment convention to be followed as per SEBI Master Circular (SEBI/HO/DDHS/P/CIR/2021/613) Dated 10 August 2021, updated on 7 July 2023.

<b>Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor etc.)</b>	Not Applicable
<b>Day Count Basis (Actual/Actual)</b>	Actual/Actual Interest shall be computed on an "actual/actual basis". Where the interest period (start date to end date) includes February 29, interest shall be computed on 366 days-a-year-basis.
<b>Interest on Application Money</b>	Not Applicable
<b>Default Interest Rate</b>	2% p.a. over the coupon rate will be payable by the Company for the defaulting period.
<b>Put Date</b>	Not Applicable
<b>Put Price</b>	Not Applicable
<b>Call Date</b>	Not Applicable
<b>Call Price</b>	Not Applicable
<b>Put Notification Time (Timelines by which the investor need to intimate Issuer before exercising the put)</b>	Not Applicable
<b>Call Notification Time (Timelines by which the Issuer need to intimate investor before exercising the call)</b>	Not Applicable
<b>Face Value</b>	₹1,00,000/- per NCD
<b>Minimum Application and in multiples of thereafter</b>	Such number of NCDs qualifying for minimum subscription of Rs. ₹1 Crore and thereafter multiple of 1 debenture unit (i.e., in multiples of 1 lakh)
<b>Issue Timing</b>	10:15 AM to 11:15 AM
<b>Issue Opening Date</b>	16 February 2024
<b>Issue Closing date</b>	16 February 2024
<b>Date of earliest closing of the issue, if any.</b>	16 February 2024
<b>Pay-in Date</b>	20 February 2024
<b>Date of Allotment</b>	20 February 2024
<b>Issuance mode of the Instrument</b>	Demat only
<b>Trading mode of the Instrument</b>	Demat only

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<b>Settlement mode of the Instrument</b>	As per the Shelf Placement Memorandum
<b>Depository</b>	As per the Shelf Placement Memorandum
<b>Disclosure of Interest/Dividend / redemption dates</b>	As per the Shelf Placement Memorandum
<b>Business Day</b>	As per the Shelf Placement Memorandum
<b>Record Date</b>	As per the Shelf Placement Memorandum
<b>Manner of bidding in the issue</b>	Closed bidding
<b>Manner of allotment</b>	Multiple Yield
<b>Type of Bidding</b>	Coupon (Yield) Based
<b>Manner of settlement</b>	Through Indian Clearing Corporation Ltd
<b>Designated Account details of ICCL</b>	HDFC Bank: Beneficiary Name: INDIAN CLEARING CORPORATION LTD Account Number: ICCLEB IFSC Code: HDFC0000060
<b>Settlement cycle (working day)</b>	Settlement shall be on T+1 day

<b>Business Day Convention</b>	As per Shelf Placement Memorandum
<b>All covenants of the issue (including side letters, accelerated payment clause, etc.)</b>	As per Shelf Placement Memorandum
<b>Security (Including description, type of security, type of charge, likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/Placement Memorandum).</b>	With respect to the first/ initial/primary/original investor(s) to the tranche including re-issuance (hereinafter referred to as 'original investor'), the principal amount, interest thereon, and all other monies (the 'sum') will be secured/have the asset cover to the extent of 1.10 times at all times to discharge such sum with respect to such debentures issued, allotted and held by them under this Placement Memorandum at all times, till the debentures are completely redeemed (referred to as the 'asset cover'). In case of investor(s) other than original investor(s) or those who have acquired subsequently from the original investor or otherwise in any manner (hereinafter referred to as 'subsequent investor'), the principal amount, interest thereon, and all other monies (the 'sum') relating thereto will be secured/have the asset cover to the extent of 1 times at all times to discharge such sum with respect to such NCDs held by them.

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	<p>The security/asset cover will be on first pari-passu charge basis on book debts/loan receivables, to the extent as mentioned above.</p> <p>The Company shall ensure that the Required Security Cover which is calculated in accordance with the applicable regulations and circulars of the SEBI as amended from time to time, including the SEBI circular dated 19 May 2022, on 'Revised format of security cover certificate, monitoring and revisions in timeline's is also maintained.</p> <p>The Company shall furnish:</p> <ul style="list-style-type: none"> <li>(a) a certificate from an authorised signatory of the Company as on the last day of every month.</li> <li>(b) the certificate of a chartered accountant as on the last day of every financial quarter, or if so required under the applicable regulations, including the SEBI circular dated 19 May 2022, on 'Revised format of security cover certificate, monitoring and revisions in timeline's (the "SEBI security Cover Certificate") by the statutory auditor, on the last date of each financial quarter, each certifying that the Required Security Cover is maintained, along with the list of loan receivables, forming part of the Secured Property, to the Debenture Trustee over which a first ranking pari-passu charge has been created in favour of the Trustee (for the benefit of the Debenture Holders) as on the date such certificates are submitted.</li> </ul>
<p><b>Transaction Documents</b></p>	<p>As per Shelf Placement Memorandum</p>

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<p><b>Description regarding Security (where applicable) including type of security (movable / immovable / tangible etc.), type of charge (pledge / hypothecation / mortgage etc.), date of creation of security / likely date of creation of security, minimum security cover, revaluation, replacement of security, interest to the debenture holder over and above the coupon rate as specified in the Trust Deed and disclosed in the Offer Document/Shelf Placement Memorandum</b></p>	<p>The Issue shall be secured by a charge created by the Issuer in favor of the Debenture Trustee (for the benefit of the Debenture Holders) being an exclusive first ranking pari passu charge by way of hypothecation comprising of the assets of the Issuer (Save and except Permitted Security Interest) as follows:</p> <p>With respect to the first/ initial/primary/original investor(s) to the tranche including re-issuance (hereinafter referred to as 'original investor'), the principal amount, interest thereon, and all other monies (the 'sum') will be secured/have the asset cover to the extent of 1.10 times at all times to discharge such sum with respect to such debentures issued, allotted and held by them under this Placement Memorandum at all times, till the debentures are completely redeemed (referred to as the 'asset cover').</p> <p>In case of investor(s) other than original investor(s) or those who have acquired subsequently from the original investor or otherwise in any manner (hereinafter referred to as 'subsequent investor'), the principal amount, interest thereon, and all other monies (the 'sum') relating thereto will be secured/have the asset cover to the extent of 1 times at all times to discharge such sum with respect to such NCDs held by them.</p> <p>The security/asset cover will be on first pari-passu charge basis on book debts/loan receivables, to the extent as mentioned above.</p> <p>It is clarified that the Security Cover shall be sufficient to cover the principal and coupon amounts outstanding under the Debentures at all times. The Issuer undertakes:</p> <ul style="list-style-type: none"> <li>(i) to maintain the value of Security Cover at all times till the obligations under the Issue are discharged</li> <li>(ii) to create the charge over the Hypothecated Property by executing a duly stamped Deed of Hypothecation) prior to the listing and</li> <li>(iii) the conditions precedent and other terms of the offer and conditions specified herein.</li> </ul>
<p><b>Due diligence certificate issued by the Debenture Trustee</b></p>	<p>As per Shelf Placement Memorandum</p>
<p><b>Terms and conditions of debenture trustee agreement including fees charged by Debenture Trustees(s). details of security to be created</b></p>	<p>As per Shelf Placement Memorandum</p>

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<b>Conditions Precedent to Disbursement</b>	<ol style="list-style-type: none"> <li>1. In-principle approval of BSE Limited (stock exchange) for listing of Debentures;</li> <li>2. Execution Debenture Trust Deed in case delay in execution of trust deed issuer will pay 2% p.a. to the investor till the execution of trust deed – Debenture Trust Deed has been executed for the shelf placement memorandum dated 29 May 2023.</li> <li>3. Execution of Deed of Hypothecation and filing of the requisite form with the Registrar of Companies for the registration of charge over the Hypothecated Property/assets which has been offered as security.</li> <li>4. Such other documents, approvals or permissions as is customary or required for the said issue.</li> </ol>
<b>Conditions Subsequent to Disbursement</b>	<ol style="list-style-type: none"> <li>1. Filing of the relevant documents, <i>inter alia</i>, return of allotment etc. with the Registrar of Companies within the timelines specified under the rules under the Companies Act, 2013.</li> <li>2. Completion of the listing of Debentures on BSE within 3 (Three) Business Days from the Deemed Date of Allotment.</li> <li>3. Execution of any other documents as customary for transaction of a similar nature and size.</li> </ol>
<b>Event of Default (including manner of voting /conditions of joining Inter Creditor Agreement)</b>	<p>As set out in Annexure E of the Shelf Placement Memorandum.</p> <p>Manner of Voting/ conditions of joining Inter Creditor Agreement.</p> <p>Manner of Voting shall be as detailed in the Inter Creditor Agreement which shall be executed in terms of SEBI (Debenture Trustee) Regulations 1993, Regulation 15, Sub Regulation 7, Subject to the approval of Debenture holders and conditions as may be specified by SEBI from time to time, the debenture trustee, on behalf of debenture holder, may enter into inter creditor agreements provided under the framework specified by RBI.</p>
<b>Creation of recovery expense fund</b>	The issuer has created recovery expense fund in favour of BSE Ltd. in the form of Bank guarantee of Rs. 25 Lakh
<b>Conditions for breach of covenants (as specified in Debenture Trust Deed)</b>	As listed in Annexure E of Shelf Placement Memorandum.
<b>Provisions related to Cross Default Clause</b>	Not Applicable
<b>Role and Responsibilities of Debenture Trustee</b>	To oversee and monitor the overall transaction for and on behalf of the Debenture Holders. Further, the Debenture Trustee has undertaken the necessary due diligence in accordance with Applicable Law, including the SEBI (Issue

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	and Listing of Non-Convertible Securities) Regulations, 2021 and SEBI (Debenture Trustees) Regulations, 1993, read with the operational circulars for Debenture Trustee dated 31 March 2023, as amended from time to time, issued by SEBI.
<b>Risk factors pertaining to the issue</b>	Please read the Risk Factors given in the Shelf Placement Memorandum
<b>Governing Law and Jurisdiction</b>	The Debentures will be governed by and shall be construed in accordance with the existing Indian laws. Any dispute between the Company and the Debenture holder will be subject to the jurisdiction at Mumbai.
<b>Covenants</b>	<ol style="list-style-type: none"> <li>1. The execution of Trust Deed and Charge documents will be created before listing of securities with Exchange.</li> <li>2. Default in Payment: In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of at least @ 2% p.a. over the coupon rate will be payable by the Company for the defaulting period.</li> <li>3. Delay in Listing: In case of delay in listing of the debt securities beyond the timelines specified in para 2 of SEBI Circular no. SEBI/HO/DDHS/CIR/P/2020/198 dated 5 October 2020 issuer shall: <ol style="list-style-type: none"> <li>a. Pay penal interest of 1% p.a. over coupon rate for the period of delay to the investor (i.e. from the date of allotment to the date of listing)</li> <li>b. Be permitted to utilise the issue proceeds of its subsequent two privately placed issuances of securities only after receiving final listing approval from Stock Exchanges.</li> </ol> </li> <li>4. The company shall pay interest for the delayed period as per the provision of Companies Act / SEBI (ICDR) Regulations, if the allotment is not made within the prescribed time limit and / or the Refund Orders are not despatched to the investors within 15 days from the date of the closure of the Issue, for the delay beyond the 15 days' period.</li> <li>5. Pursuant to SEBI NCS Regulation dated 9 August 2021 "While the debt securities are secured to the tune of 100% of the principal and interest amount or as per the terms of offer document, in favour of Debenture Trustee. The Company will make available adequate funds for this purpose.</li> </ol>

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The meeting commenced at 11:50 a.m. and concluded at 12:10 p.m.

The above is for your information and record.

Thanking you,

Yours faithfully,  
For **BAJAJ FINANCE LIMITED**

**R. VIJAY**  
**COMPANY SECRETARY**  
Email ID: [investor.service@bajajfinserv.in](mailto:investor.service@bajajfinserv.in)



## BAJAJ FINANCE LIMITED

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